

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 0:22-CV-61553-DIMITROULEAS/HUNT

CRUZ VALDIVIESO FIGUERA,

Plaintiff,

vs.

ALL VIP CARE INC. AND
LIZ VELAZQUEZ MCKINNON,

Defendants.

_____ /

SPECIAL INTERROGATORIES TO THE JURY

Do you find from a preponderance of the evidence:

1. That Cruz Valdivieso Figuera was an employee of:

(Please mark "YES" or "NO" for each you find was an employer):

All VIP Care Inc. _____

Liz Velazquez McKinnon _____

If you answered "YES" to one or more of the above in Question 1, please answer Question 2. If you answered "NO" to all the above, please skip to Question 4.

2. That the Employer(s) identified in Question 1 failed to pay Cruz

Valdivieso Figuera the minimum wages required by the FLSA:

Answer "YES" or "NO" _____

If "YES," in what amount _____

Please answer Question 3.

3. That the Employer(s) identified in Question 1 failed to pay Cruz Valdivieso Figuera the overtime wages required by the FLSA:

Answer "YES" or "NO" _____

If "YES," in what amount _____

Please answer Question 4.

4. That All VIP Care Inc. materially breached its written contract to pay Cruz Valdivieso Figuera \$13 per hour, causing her damages:

Answer "YES" or "NO" _____

If "YES," in what amount _____

*If you answered "YES" to Question 4, please answer Question 5.
If you answered "NO" to Question 4, please skip to Question 6.*

5. That All VIP Care Inc. materially breached its written contract with Cruz Valdivieso Figuera before any material breach of that contract by Cruz Valdivieso Figuera:

Answer "YES" or "NO" _____

*If you answered "YES" to Question 5, please answer Question 6.
If you answered "NO" to Question 5, please skip to Question 7.*

6. That All VIP Care Inc.'s material breach of its written contract with Cruz Valdivieso Figuera relieved Cruz Valdivieso Figuera of any subsequent obligations:

Answer "YES" or "NO" _____

If you answered "YES" to Question 6, please skip to Question 8.

If you answered "NO" to Question 6, please answer Question 7.

7. That Cruz Valdivieso Figuera materially breached the restrictive covenants contained in the contract with All VIP Care Inc. by:

Answer "YES" or "NO" _____

Soliciting clients if All VIP Care Inc. _____

Sharing All VIP Care Inc.'s confidential, trade secret, or proprietary information with its client(s) and/or third parties: _____

Using All VIP Care Inc.'s confidential, trade secret, or proprietary information for her own benefit: _____

If "YES," what amount of damages did All VIP Care Inc. prove resulted _____

If you answered "YES" to one Question 7, you are done. Please sign and date your verdict form. If you answered "NO" to Question 7, please answer Question 8.

8. That Cruz Valdivieso Figuera tortiously interfered with All VIP Care Inc.'s business relationships with its clients:

Answer "YES" or "NO" _____

If "YES," what amount of damages did All VIP Care Inc. prove resulted _____

Please sign and date your verdict.

SO SAY WE ALL.

Foreperson's Signature

DATE: _____